INSANE PERSONS — GUARDIANSHIP AND PROTECTION — EFFECT OF DEATH OF LUNATIC ON LIABILITY OF RECEIVER'S SURETY. — C became surety for B as receiver for A, a lunatic. After A's death, B collected rents and absconded. *Held*, that C is not liable for B's defalcation. *In re Walker*, [1907] 2 Ch. 120.

The status of lunacy gives equity her jurisdiction to appoint a receiver of the lunatic's property. See *In re Fitzgerald*, 2 Sch. & Lef. 432. Since the death of the lunatic determines that status, the basis of equitable interference disappears, and consequently the receivership terminates. Hence a *quondam* receiver cannot charge, in his final accounting, indebtednesses incurred in administration of the estate after the lunatic's death. *Jones* v. *Noyes*, 7 Wkly. Rep. 21. And even when a statute required a formal accounting and final discharge by the court, the receivership was held to terminate by the death of the lunatic before the discharge. *In re Sheuer's Estate*, 31 Mont. 606. Upon the same principle, discharges given creditors by a man acting as administrator *durante absentia*, after the death of his principal, even though such death was unknown to all the parties, were held invalid. *Re Ouvry*, cited in 51 Sol. J. 479. In the present case C had agreed to answer for any default of B as receiver. But the receivership had terminated by the death of the lunatic before the collections were made; there was no default by B as receiver, and consequently any claim against the surety is without foundation.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — INTERSTATE BRIDGES. Congress authorized the city of St. Louis to construct a railroad bridge across the Mississippi River, and to exercise the right of eminent domain for the acquisition of approaches thereto in Illinois. *Held*, that Congress has power to authorize the building of such interstate bridge, and to clothe St. Louis with the right to condemn property in another state. *Haeussler* v. *City of St. Louis*, 103 S. W. 1034 (Mo., Sup. Ct.).

It is well settled that a bridge may be an instrument of interstate commerce. *Covington, etc., Bridge Co.* v. *Kentucky*, 154 U. S. 204. And in spite of the doubts expressed in many early cases, it has now been established by a long line of decisions that Congress, under its power to regulate interstate commerce, can build or authorize the construction of such bridges without the consent of the states, and to this end exercise its right of eminent domain. *Penn., etc., Ry. Co.* v. *Baltimore, etc., Ry. Co.*, 37 Fed. 129; *Cherokee Nation* v. *South Kansas Ry. Co.*, 135 U. S. 641. If the consent of the states were necessary, Congress would not have supreme power over an instrument of interstate commerce now as important as a navigable river. Consequently, it has been held constitutional for Congress to charter a corporation to build an interstate bridge, and to give it rights of eminent domain in both states without their consent. *Luxton* v. *North River Bridge Co.*, 153 U. S. 525. The present case, therefore, seems right in holding that, "if Congress can create a corporation with such rights, it can grant such rights to one already in existence."

INTERSTATE COMMERCE — ELKINS ACT — RECEIVING ILLEGAL CONCESSIONS FROM PUBLISHED RATES A CONTINUING CRIME. — The defendant shipper obtained concessions and delivered goods to the carrier in Kansas. The prosecution was instituted in a district of Missouri through which the goods were transported. *Held*, that the court has jurisdiction, since receiving such concessions is a continuing act. *Armour Packing Co.* v. *United States*, 153 Fed. 1 (C. C. A., Eighth Circ.). See NOTES, p. 135.

LIENS — STATUTORY LIENS — INNKEEPER'S LIEN ON PROPERTY NOT BELONGING TO GUEST. — N. Y. Laws 1897, c. 418, § 71, as amended by N. Y. Laws 1899, c. 380, provides that the keepers of inns and boarding-houses shall have a lien upon property brought upon their premises by a guest; but that no such lien shall exist if they had notice that the property did not belong to the guest. A guest brought to a hotel a piano, which was the property of the plaintiff, though the hotel-keeper had no notice of the fact. *Held*, that the hotel-keeper has a lien on the piano, available against the owner, for the debt incurred by the guest. *Waters & Co.* v. *Gerard*, 189 N. Y. 302.